

United States Courts
Southern District of Texas
ENTERED

JUL 26 2005

Michael N. Milby, Clerk of Court

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Plaintiff

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CIVIL ACTION NO. H-04-3704

ISSARA SEAFOOD, INC. d/b/a
BAYTOWN SEAFOOD RESTAURANT
Defendant.

JURY TRIAL DEMANDED

CONSENT DECREE

Plaintiff, the United States Equal Employment Opportunity Commission ("Commission" or "EEOC") and Defendant, Issara Seafood, Inc., d/b/a Baytown Seafood Restaurant ("Defendant" or "Baytown"), agree to entry of this Consent Decree.

I. Background and History of Proceedings

A. Charging Party Heba Assouad ("Assouad" or "Charging Party") filed a Charge of discrimination with the Commission alleging Defendant violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.* ("Title VII").

B. On September 23, 2004, after investigating the Charge and finding discrimination, the Commission commenced this action alleging that Defendant's conduct toward Ms. Assouad during the course of her employment constituted sexual harassment and retaliation in violation of Section 703 (a) and 704 (a) of Title VII.

C. Defendant denied the allegations of sexual harassment and retaliation.

D. The parties wish to avoid the risks, uncertainties and expenses of continued litigation. Accordingly, the parties have agreed to settle this lawsuit. Defendant's consent to the entry of this decree nor any of the terms set forth in it shall not constitute or be

construed as an admission of any Title VII violation. Both parties agree that this Consent Decree is being entered into for the sole purpose of compromising disputed claims without the necessity for protracted litigation.

E. The Commission and Defendant stipulate to the jurisdiction of the Court and the satisfaction of all administrative prerequisites. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

IT IS ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or asserted in Civil Action No. H-04-3704 and the above-referenced Charge on behalf of Assouad.
2. Defendant, Issara Mac and all of their employees and/or agents associated with it agree they will not engage in any employment practices which discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's sex and will not retaliate against any individual who has opposed any practice made an unlawful employment practice under Title VII or who has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under Title VII.
3. Defendant, Issara Mac and all of their employees and/or agents associated with them agree that they will not engage in any employment practice which discriminates against female employees because of their sex (sexual harassment) in violation of Title VII.
4. Annually, for three years from the entry of this Decree, Defendant will provide, using either an attorney or an independent experienced training person or

group, a program on employment discrimination, including the law relating to sexual harassment and retaliation, to Issara Mac and all management level and supervisory employees. The training shall be completed not later than four(4) months from the date the Consent Decree is entered. Defendant shall submit to the EEOC, each year at least thirty days in advance of the program, the name of the program provider and a curriculum outline indicating the information to be addressed during the program and copies of all agendas and materials to be distributed at the training seminar. The person who shall administer the training will be either attorney(s) or person(s) possessing at least five years of experience in labor and employment law. The presenter must be approved by the EEOC. Written acknowledgment of receipt of the training shall be obtained by Defendant from all individuals attending the training and retained among the employment records of defendant and also copies shall be forwarded to the EEOC within two months of the delivery of the training.

5. Annually, for three years from the entry of this Decree, Defendant will provide to the EEOC a copy of all complaints of sexual harassment made by any job applicant, employee, independent contractor, former employee and/or customer and describe the resolution of the complaint. The list shall also identify the name and title of the persons involved in the complaint, including those accused of any misconduct and/or failure to respond to the complaint and/or fairly investigate it. A complaint may be an oral or written internal complaint, a complaint made to the police or any complaint or charge filed with the EEOC or any other local, state or federal agency.

6. Baytown agrees that it will implement its equal employment opportunity policy not later than November 30, 2005. The parties will cooperate in preparing the policy. The new policy shall include the following provisions: It will identify by name, address and telephone number, the person to whom complaints about sexual harassment or discrimination shall be made. The policy should also outline how the complaints will be investigated, their confidential nature and provide assurances against retaliation for making a complaint. The policy will also provide that the complaining employee will be notified of the resolution of the complaint. During the period this Decree is in effect, copies of any internal complaints of sexual harassment and all notes regarding the investigation, and the resolution of the complaint shall be forwarded to the EEOC within 30 days of the complaint being made.
7. Not later than December 31, 2005, Baytown agrees that it will provide to all current employees or other persons working at all restaurants and other businesses owned by Issara Seafood, Inc. and/or Issara Mac a copy of the equal employment opportunity policy outlined in the preceding paragraph and to new employees or to other workers during their first work week. Written acknowledgment of receipt of the policy shall be obtained by Defendant from all individuals receiving it and this acknowledgment retained among the employment records of Defendant.
8. Issara Mac has represented that he has terminated the employment of Sonny Preap, the manager of the restaurant at issue in this suit. For the three year term of this Decree, Issara Mac agrees that he shall not permit Mr. Sonny Preap to be employed in any capacity by Issara Seafood, Inc. or any other company which

Mr. Mac owns either in whole or part. Nor may Mr. Preap be associated with the Defendant as an owner, consultant or contractor.

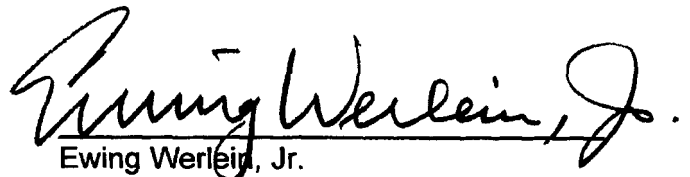
9. Defendant agrees that within ten days after entry of this Decree it will conspicuously post the attached notice (Exhibit "B") in an area accessible to all employees at each of the locations owned by Issara Seafood, Inc. and/or Issara Mac for a period of three years from the date the Decree is signed.
10. Defendant agrees to pay the total sum of TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00) on the terms further set out below in full and final settlement of the EEOC's lawsuit to provide monetary relief to Ms. Assoud. Said sums shall be paid in installments as follows: EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) on or before July 29, 2005; TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$2,250.00) on or before October 29, 2005 and TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$2,250.00) on or before December 31, 2005. Each check shall be made payable to Heba Assouad and shall be mailed to her at the address provided by the EEOC. A copy of the checks disbursed to the Ms. Assouad shall be mailed to the EEOC's undersigned counsel of record on the same dates the checks are mailed to Ms. Assouad.
11. The sums payable to the charging party may be subject to federal or state income tax. Baytown agrees to issue Internal Revenue Service ("IRS") Form 1099 or an equivalent form to Charging Party no later than January 15, 2006 for all sums paid pursuant to this Consent Decree. The Charging Party Assouad will be responsible for paying any federal, state or local taxes, including federal income tax

that may be due on the aforementioned monetary award. Defendant and the EEOC agree that the sums paid pursuant to this Decree are for personal damages and emotional distress. Baytown makes no representation as to the tax status of the funds being paid herein.

12. Each party to this action shall bear their own costs and attorney's fees.
13. This Consent Decree shall be binding on Defendant and all of Defendant's successors-in-interest, and Defendant will notify all such successors-in-interest of the existence and terms of this Consent Decree.
14. This Decree shall remain in effect for three years from the date of signing. During the period that this Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be appropriate. The EEOC is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.
15. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action under Title VII or any other statute which the Commission enforces in the future for any alleged violations by Defendant not resolved by this Decree.

Signed this 25TH day of July, 2005 at Houston,

Texas.


Ewing Werlein, Jr.
United State District Judge

AGREED AND CONSENTED TO:

ATTORNEY FOR PLAINTIFF
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By: 

Kathy D. Boutchee
Attorney-in-Charge
SDN: 10145
TBN: 02717500
Houston District Office
1919 Smith St., 7th Floor
Houston, Texas 77002
(713) 209-3399
Fax: (713) 209-3402

ATTORNEY FOR DEFENDANT
ISSARA SEAFOOD, INC.

By: 

Hak K. Dickenson
Attorney-in-Charge
SDN: 17143
TBN: 05821510
H.K. Dickenson & Associates
6363 Woodway, Suite 820
Houston, Texas 77057
(713) 333-6444
Fax: (713) 333-6446

DEFENDANT ISSARA SEAFOOD, INC.

By: 

Issara Mac, President
Issara Seafood, Inc.

07-12-05 03:26pm From-EE HOUSTON

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T-926 P.02/02 F-853



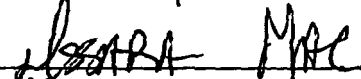
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Houston District Office

1919 Smith St, 7th Floor
Houston, TX 77002-8049
PH: (713) 209-3320
TDD: (713) 209-3439
FAX: (713) 209-3381
LEGAL: (713) 209-3401
LEGAL FAX: (713) 209-3402

**NOTICE TO THE EMPLOYEES OF
ISSARA SEAFOOD, INC.**

- (1) With respect to hiring, compensation, discharge, or any terms, conditions, or privileges of employment, Federal law requires that employers must not discriminate against employees or applicants for employment because of an individual's sex, religion, race, color, national origin, age or disability.
- (2) **ISSARA SEAFOOD INC.**, supports and will comply with such Federal law in all respects, and will not take any adverse action against individuals because of their sex, religious practices or beliefs, race, color, national origin, age or disability with respect to hiring, compensation, discharge or the terms, conditions or privileges of employment.
- (3) **ISSARA SEAFOOD INC.**, will not engage in any employment practices that have the effect of creating or tolerating a hostile environment for employees because of their sex, religious beliefs, religious practices, race, color, national origin, age or disability. **Issara Seafood Inc.**, will promptly investigate any claims of unlawful harassment, and will take prompt and appropriate action in response to any well-founded claim.
- (4) **ISSARA SEAFOOD INC.** will not retaliate or otherwise harm any employee or other person who complains that he or she or other employee is being subjected to any conduct that might violate any laws against employment discrimination. Nor shall **Issara Seafood Inc.** harm or otherwise retaliate against any current or former employee who opposes employment discrimination or otherwise participates in any manner in any investigation or other proceedings, such as the filing of a charge of employment discrimination, or the provision of evidence to any organization that is investigating any claim of employment discrimination.
- (5) Employees who believe they have been subjected to illegal employment discrimination can contact the Equal Employment Opportunity Commission ("EEOC") at 1919 Smith Street, Houston, TX 77002, (713) 209-3372.

SIGNED THIS 18 DAY OF July, 2005.



Issara Mac
Owner and President of Issara Seafood Inc.

THIS OFFICIAL NOTICE WILL REMAIN POSTED FOR THREE YEARS FROM DATE OF SIGNATURE.

Exhibit "B"